



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-055284-25-RV

In the matter of: 636 MAIN ST EAST
HAWKESBURY ON K6A1A9

Between: ALABA AGBATOGUN Landlord

And

LUCIE LACELLE Tenant

Review Order

ALABA AGBATOGUN (the 'Landlord') applied for an order to terminate the tenancy and evict LUCIE LACELLE (the 'Tenant') because:

- the Landlord requires vacant possession of the rental unit in order to do major repairs or renovations to the unit.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was resolved by order LTB-L-055284-25 issued on January 27, 2026. The Landlord did not attend the hearing on January 14, 2026.

On January 27, 2026, the Landlord requested a review of the order.

On January 28, 2026, interim order LTB-L-055284-25-RV-IN was issued.

This review was heard by videoconference on April 2, 2026.

The Landlord, the Tenant's Legal Representative Vanessa Allard-Beauchamps and the Tenant attended the hearing.

Determinations:

1. The Tenant consented to the Landlord's request for review. Thereafter, the re-hearing of the original application was heard.
2. On June 12, 2025, the Landlord gave the Tenant an N13 Notice of Termination with the termination date of October 31, 2025. The Landlord claims that they require vacant possession of the rental unit in order to do repairs or renovations so extensive that the unit must be vacant to do the work.

3. The Landlord has not compensated the Tenant an amount equal to one month's rent.
4. Subsection 55.1 of the Act requires that a Landlord shall pay compensation no later than the termination date.

If the landlord is required to compensate a tenant under section 48.1, 49.1, 52, 54 or 55, the landlord shall compensate the tenant **no later than on the termination date specified in the notice of termination** of the tenancy given by the landlord under section 48, 49 or 50.

(emphasis added)

5. The Landlord testified that sometime in July 2025, they met with the Tenant and made an offer to pay compensation if the Tenant agreed to vacate the unit. They stated that the Tenant refused to agree to vacate the unit.
6. The Tenant testified and agreed that the Landlord had offered to pay one month rent in compensation if they agreed to vacate the rental unit. They stated that the compensation offered was not enough to pack and move; and that they had no place to move to. They stated that they did not decline the compensation, only that the offer was not enough to move out.
7. Subsection 202(1) of the Act requires the Board to ascertain the real substance of all transactions in the tenancy and the good faith of the participants.

In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

...

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

8. I am not satisfied that the Tenant thwarted the Landlord's mandatory payment of compensation. Both parties used similar language, that it was an "offer". In my view an offer of payment is not the equivalent to giving the Tenant the mandatory compensation on an unconditional basis.
9. The Landlord did not make any attempts to provide compensation to the Tenant. They did not write a cheque, obtain a bank draft, and made no effort to send any form of payment by mail, registered mail or courier. They also, did not leave an envelope of cash with the Tenant.
10. The Landlord's obligation to pay compensation is mandatory. As such to frame it as an offer of payment is disingenuous. Parties are free to negotiate a "cash for keys" agreement; however compensation is mandatory and must be made even in the absence of any other agreement prior to the termination date in the Notice of Termination.

11. Since the Landlord did not pay the compensation prior to the termination date, the application shall be dismissed.

It is ordered that:

1. The request to review order LTB-L-055284-25 issued on January 27, 2026 is granted.
2. The Landlord's application is closed.

April 21, 2026
Date Issued

Robert Patchett
Vice Chair, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.